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**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

George Snyder,) Case No.:
Plaintiff,)
Vs.)
Tiffin Motorhomes, Inc. and La Mesa
R.V. Center, Inc. (Yuma)) **COMPLAINT --**
Defendants.) **VIOLATION OF THE MAGNUSON**
) **MOSS WARRANTY ACT, BREACH**
) **OF IMPLIED WARRANTIES AND**
) **REVOCATION OF ACCEPTANCE**
)
)
)

1. The District Court has jurisdiction to hear this matter under 28 U.S.C. §1331 as there is a federal question pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. §2301 *et seq.* Jurisdiction is also conferred through 15 U.S.C. §2310(d) as the amount in controversy exceeds \$50,000.00; and through diversity of citizenship.

2. Plaintiff, George Snyder (“Plaintiff”), is a consumer who resides in the State of Arizona.

3. Codefendant, Tiffin Motorhomes, Inc. ("Tiffin") is a foreign corporation authorized to do business in the State of Arizona. Tiffin is engaged in the manufacture,

1 assembly, integration, sale, supply and distribution of fully integrated motor homes and
2 attendant warranties. Tiffin supplies its products and services to the Arizona consuming
3 public through its authorized dealerships and repair agents, including Codefendant La
4 Mesa R.V. Center, Inc. (Yuma) (“La Mesa”), which is a domestic corporation.
5

6 4. Tiffin unilaterally selected and then installed, integrated and modified all
7 components used to construct the subject Motor Home.
8

9 5. On November 28, 2013, Plaintiff purchased from La Mesa RV a new 2014
10 Tiffin Allegro Phaeton (“Phaeton”) manufactured, warranted and supplied by Tiffin and
11 La Mesa, Vehicle Identification No. 4UZACHCY6ECFS3541, for a total financed price
12 of \$320,952.80.
13

14 6. In connection with Plaintiff’s purchase of the Phaeton, Tiffin issued and
15 supplied to Plaintiff its written warranty, which includes twelve (12) months unlimited
16 mileage coverage, 36 month/36,000 mile structural coverage and ten (10) year roof
17 coverage. Tiffin and La Mesa intended Plaintiff to view the fact the Phaeton was
18 “warranted” as an assurance of the Phaeton’s quality, thereby inducing Plaintiff’s
19 purchase.
20

21 7. In addition, under Tiffin’s repair or replacement warranties, Tiffin was
22 required by common law and statute to perform adequate and competent repairs or
23 replacements within a reasonable opportunity and time, as competent repairs within a
24 reasonable opportunity/amount of time is the essential purpose of warranties restricted to
25 repair or replacement of defective parts.
26
27
28

1 8. Shortly after Plaintiff took possession of the Phaeton he experienced
2 numerous defects and conditions necessitating at least one hundred and thirty (130) days
3 of repeated unsuccessful nonconformity repairs by Tiffin and La Mesa RV's repair
4 agents.

5 9. The dilatory repairs were for: passenger's side slide out (4 repair attempts),
6 steering wheel (4 repair attempts), soap dispenser (3 repair attempts), roof (3 repair
7 attempts), driver's side slide out (2 repair attempts), leveling system (2 repair attempts),
8 stove top (2 repair attempts), passenger side battery door (2 repair attempts), entry door
9 (2 repair attempts), paneling (2 repair attempts), cabinet doors (2 repair attempts),
10 bedroom heated floors (2 repair attempts), passenger side windows (2 repair attempts),
11 bathroom drain line (2 repair attempts), water heater (2 repair attempts), driver's seat (2
12 repair attempts), engine (2 repair attempts), cruise control, dying in transit (2 repair
13 attempts), slide floors, wet bay floors, cap rails, dashboard, kick plate, TV valance,
14 antenna, driver's side window shades, mismatched wood work, slide garment, shower
15 handle, faucets, painting, dumping cable connector, driver's sliding window, fan vent,
16 bathroom door, passenger seat, wind deflector, exit window handle, LP regulator, shower
17 head folder, bedroom ceiling vent, hose, shower doors, carpet runners, bathroom sky lite
18 cover, shower towel holder, dinette shade, couch, bedroom heated floor, A/C cover
19 screws, passenger side compartment door, living room floor, air hose, driver's side
20 window, passenger main topper fabric, coffee table, surround system, screen door, living
21 room night shade, toilet, water line, driver's side forward slide out seals, pantry, kitchen
22 pull out shelf, kitchen garbage full slide face, LP system, driver side bedroom seals,
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1 passenger side forward slide room seals, passenger side bedroom topper, bedroom pocket
2 door, forward pocket door, driver side last cargo door, wiring harness, counter top,
3 dinette table, pull out pantry slide, bedroom cabinet doors, night stand, fresh water
4 system, main patio awning, floor, and waste compartment door.

5
6 10. The Phaeton's numerous defects and its repeated inadequate repairs
7 constitute substantial impairment in the use and value of the subject Motor Home to
8 Plaintiff.

9
10 11. The Phaeton remains in a non-conforming defective condition, including
11 but not limited to the following defects and conditions: swirl marks over most of the
12 exterior surface (buffed by factory repair center), a chemical taste and odor still come
13 from all faucets and shower, driver's seat misalignment, steering wheel misalignment,
14 and black marks on the tile floor from slide out rollers.

15
16 12. Plaintiff was further damaged by canceling several planned trips because of
17 the defective condition of the Phaeton and by being without benefit of the use of a Motor
18 Home Plaintiff paid for.

19
20 13. Plaintiff provided Tiffin and La Mesa RV, through their authorized repair
21 agents, notice and a sufficient opportunity to repair the defects, non-conformities and
22 conditions within the Phaeton.

23
24 14. Despite being given more than a reasonable number of attempts/reasonable
25 opportunity to cure said defects, non-conformities and conditions, Tiffin and La Mesa
26 failed to do so. As such, the Phaeton's warranty has failed its essential purpose.

1 15. Tiffin and La Mesa's failure to correct said defects violates Tiffin and La
2 Mesa's statutory and common law duties to Plaintiff and the expectations created by
3 Tiffin and La Mesa's promotional documents and warranties.
4

5 16. As a result of the ineffective repair attempts made by Tiffin and La Mesa
6 RV through their repair agents, the Phaeton cannot be utilized as intended by Plaintiff at
7 the time of acquisition.
8

9 17. Plaintiff (by and through undersigned) provided Tiffin and La Mesa RV
10 additional written notification of the defects within the subject Motor Home and
11 Plaintiff's lawful demand for compensation on December 23, 2014.
12

13 18. Plaintiff and Tiffin could not reach an accord.
14

15 19. La Mesa RV refused Plaintiff's request.
16

17 20. Plaintiff has been and will continue to be financially damaged due to Tiffin
18 and La Mesa's failure to conform the Phaeton to its warranty as Plaintiff did not receive
19 the basis of his bargain for a new Phaeton, but instead was saddled with an Phaeton
20 riddled with defects akin to an improperly maintained high mileage used Motor Home of
21 a much lesser value.
22

23 21. Plaintiff has met all legal and enforceable obligations and preconditions
24 provided in Tiffin and La Mesa's warranty and applicable law.
25

26 22. As a direct and proximate result of Tiffin's failure to comply with its
27 written warranty, statutory obligations, and common law duties, Plaintiff suffered
28 damages and, in accordance with 15 U.S.C. §2310(d), Plaintiff is entitled to bring suit for
such damages and other legal and equitable relief.
29

1 23. Plaintiff demands a trial by jury.
2

3 **COUNT I—BREACH OF WRITTEN WARRANTY**
4 **PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT:**
5 **CODEFENDANT TIFFIN**

6 24. Plaintiff re-alleges and incorporates by reference paragraphs 1-24 in this
7 Complaint regarding Tiffin's written warranty breach.
8

9 26. Tiffin failed to comply with its duties and obligations under its written
10 warranty. Additionally, the warranty failed of its essential purpose.
11

12 27. Tiffin did not repair the defects and conditions herein within a reasonable
13 number of attempts or time.
14

15 WHEREFORE, Plaintiff request that the Court:
16

17 a. Enter judgment against Tiffin for all actual, incidental and
18 consequential damages to which Plaintiff is entitled;
19 b. Grant Plaintiff all reasonable attorneys' fees, litigation costs and
20 expenses pursuant to 15 U.S.C. §2310 (d)(2); and,
21 c. Grant all other relief deemed just and appropriate.
22

23 **COUNT II**
24 **COMMON LAW BREACH OF WARRANTY**
25 **CODEFENDANT TIFFIN**

26 28. Plaintiffs re-allege and incorporate by reference paragraphs 1-27 in this
27 Complaint.
28

29. Tiffin failed to comply with its duties and obligations under its written
28 warranty. Additionally, the warranty failed of its essential purpose.
29

30. Tiffin did not repair the defects and conditions herein within a reasonable number of attempts or time.

WHEREFORE, Plaintiff prays for the following relief against Tiffin for its written warranty breach:

- a. An award of diminution in value damages;
- b. All incidental and consequential damages;
- c. All attorneys' fees, expert fees and court costs incurred during the commencement and prosecution of this matter pursuant to A.R.S. § 12-341 and A.R.S. § 12-341.01; and,
- d. All other relief deemed justified by this Court.

COUNT III

31. Plaintiff re-alleges and incorporates by reference paragraphs 1-30 of this Complaint.

32. No supplier may disclaim or modify any implied warranty to a consumer with respect to such consumer product if at the time of sale, or within 90 days thereafter, such supplier enters into a service contract with the consumer which applies to such consumer product. *See* 15 U.S.C. §2308 (a).

33. La Mesa RV entered into a service contract with Plaintiff at the time of sale which applies to the Phaeton.

34. Any La Mesa RV attempts to disclaim the implied warranty of merchantability are invalid. *See* 15 U.S.C. §2308(c) (“A disclaimer, modification, or limitation made in violation of this section shall be ineffective for purposes of this chapter and State law”).

35. Because of its defects and repair history the Phaeton is not fit for its ordinary purpose of Motor Homing.

36. La Mesa RV breached the implied warranty of merchantability to Plaintiff.

WHEREFORE, Plaintiff requests that the Court:

- a. Enter judgment against La Mesa RV for all actual, incidental and consequential damages to which Plaintiff is entitled;
- b. Grant Plaintiff all reasonable attorneys' fees, litigation costs and expenses pursuant to 15 U.S.C. §2310(d)(2); and,
- d. Grant all other relief deemed just and appropriate.

COUNT IV

BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE UNDER THE MAGNUSON-MOSS WARRANTY ACT (15 U.S.C. §2308): CODEFENDANT LA MESA RV

37. Plaintiff re-alleges and incorporates by reference paragraphs 1-36 of this Complaint.

38. Plaintiff made La Mesa RV's sales agents aware that he was purchasing the Phaeton to vacation in, travel in extensively and take planned trips in and relied on said agents' skill and judgment to select the subject Phaeton as suitable for these purposes.

39. La Mesa RV's sales agents assured Plaintiff the Phaeton was fit for these express purposes.

40. Because of its defects and repair history the Phaeton was not fit for the particular purposes of vacationing in and traveling in and taking planned trips in.

41. La Mesa RV breached the implied warranty of fitness for a particular purpose to Plaintiff.

WHEREFORE, Plaintiff requests that the Court:

- a. Enter judgment against La Mesa RV for all actual, incidental and consequential damages to which Plaintiff is entitled;
- b. Grant Plaintiff all reasonable attorneys' fees, litigation costs and expenses pursuant to 15 U.S.C. §2310(d)(2); and,
- c. Grant all other relief deemed just and appropriate.

COUNT V
REVOCATION OF ACCEPTANCE
PURSUANT TO A.R.S. § 47-2608:
CODEFENDANT LA MESA RV

42. Plaintiff re-alleges and incorporates by reference paragraphs 1-41 of this Complaint.

43. La Mesa RV's tender of the Phaeton was substantially impaired to Plaintiff due to its defects and non-conformities

44. Plaintiff accepted the Phaeton without notice of said defects and with the reasonable assumption that any nonconformities within the Motor Home would be seasonably cured.

1 45. The nonconformities herein have not been seasonably cured.

2 46. Plaintiff's acceptance of the Phaeton was reasonably induced by the
3 difficulty of discovering the Phaeton's nonconformities before acceptance and by Seller's
4 assurances regarding the quality of the Phaeton.

5 47. Plaintiff's revocation of acceptance occurred within a reasonable time after
6 discovering the grounds for revocation and before any substantial change in condition of
7 the Motor Home which was not caused by its own defects.

8 48. Plaintiff has notified the La Mesa RV of the revocation.

9
10 WHEREFORE, pursuant to A.R.S. §47-2608, Plaintiff prays that the Court:

11
12 a. Order La Mesa RV accept Plaintiff's revocation of acceptance and
13 return all monies paid towards the subject Motor Home in exchange for
14 return of the Motor Home;

15
16 b. Order La Mesa RV to pay all incidental and consequential damages to
17 which Plaintiff is entitled;

18
19 c. Grant Plaintiff all reasonable attorneys' fees, litigation costs and
20 expenses pursuant to A.R.S. §12-341 and A.R.S. §12-341.01; and,

21
22 d. Grant all other relief deemed just and appropriate.

23
24 **RESPECTFULLY SUBMITTED** this 18th day of May, 2015.

25
26 By: /s/ Shalev Amar

27 Shalev Amar

28 Luis Ramirez

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